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14  
15 **IN THE UNITED STATES DISTRICT COURT**  
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 JAMES ROLLYSON,

18 Plaintiff,

19 v.

20 EQUITY RESIDENTIAL  
MANAGEMENT, LLC; AND, TRANS  
21 UNION LLC,

22 Defendants.

Case No. 2:24-cv-07781-CV-E

*Honorable Cynthia Valenzuela*

**STIPULATED PROTECTIVE ORDER  
REGARDING THE HANDLING OF  
CONFIDENTIAL MATERIAL**

Action Filed: September 11, 2024

1 Plaintiff James Rollyson (“Plaintiff”) and Defendant Equity Residential  
2 Management, L.L.C. (“Defendant”) submit the following stipulated protective order  
3 regarding the handling of confidential material in this action.

4 1. A. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve  
6 production of confidential, proprietary, or private information for which special  
7 protection from public disclosure and from use for any purpose other than  
8 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
9 stipulate to and petition the Court to enter the following Stipulated Protective  
10 Order. The parties acknowledge that this Order does not confer blanket protections  
11 on all disclosures or responses to discovery and that the protection it affords from  
12 public disclosure and use extends only to the limited information or items that are  
13 entitled to confidential treatment under the applicable legal principles. The parties  
14 further acknowledge, as set forth in Section 11.3, below, that this Stipulated  
15 Protective Order does not entitle them to file confidential information under seal;  
16 Civil L.R. 79-5 sets forth the procedures that must be followed and the standards  
17 that will be applied when a party seeks permission from the court to file material  
18 under seal.

19 B. GOOD CAUSE STATEMENT

20 This action is likely to involve personally identifiable information and  
21 valuable commercial, financial, technical and/or proprietary information for which  
22 special protection from public disclosure and from use for any purpose other than  
23 prosecution of this action is warranted. Such confidential and proprietary materials  
24 and information consist of, among other things, confidential business or financial  
25 information, information regarding confidential business practices, or other  
26 confidential research, development, or commercial information (including  
27 information implicating privacy rights of third parties), information otherwise  
28 generally unavailable to the public, or which may be privileged or otherwise

1 protected from disclosure under state or federal statutes, court rules, case decisions,  
2 or common law. Accordingly, to expedite the flow of information, to facilitate the  
3 prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential, to  
5 ensure that the parties are permitted reasonable necessary uses of such material in  
6 preparation for and in the conduct of trial, to address their handling at the end of the  
7 litigation, and serve the ends of justice, a protective order for such information is  
8 justified in this matter. It is the intent of the parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good faith belief that it has been maintained in a confidential, non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this case.

13 2. DEFINITIONS

14 2.1 Action: The above-captioned federal lawsuit pending as Case  
15 No. 2:24-cv-07781-HDV-E in the United States District Court for the Central  
16 District of California.

17 2.2 Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored, or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c) and as specified above in  
22 the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”  
28

1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.8 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.9 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

13           2.10 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this Action but are retained to represent or advise a party to this Action and  
15 have appeared in this Action on behalf of that party or are affiliated with a law firm  
16 which has appeared on behalf of that party, and includes support staff.

17           2.11 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.13 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”  
28

1           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3       3.     SCOPE

4           The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.

9           Any use of Protected Material at trial shall be governed by the orders of the  
10 trial judge. This Order does not govern the use of Protected Material at trial.

11       4.     DURATION

12           Even after final disposition of this litigation, the confidentiality obligations  
13 imposed by this Order shall remain in effect until a Designating Party agrees  
14 otherwise in writing or a court order otherwise directs. Final disposition shall be  
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
16 with or without prejudice; and (2) final judgment herein after the completion and  
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
18 including the time limits for filing any motions or applications for extension of time  
19 pursuant to applicable law.

20       5.     DESIGNATING PROTECTED MATERIAL

21           5.1 Exercise of Restraint and Care in Designating Material for Protection.

22           Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that  
24 qualifies under the appropriate standards. To the extent it is practical to do so, the  
25 Designating Party must designate for protection only those parts of material,  
26 documents, items, or oral or written communications that qualify – so that other  
27 portions of the material, documents, items, or communications for which protection  
28 is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to  
4 impose unnecessary expenses and burdens on other parties) may expose the  
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced. Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins). If the electronic  
21 document is produced in a format that does not permit affixing the  
22 CONFIDENTIAL legend to each page (e.g., Excel or audio-visual files), then  
23 "CONFIDENTIAL" shall be included in the file name when disclosed by the  
24 Producing Party and a CONFIDENTIAL legend shall be added to each page if the  
25 file is converted to paper format for use at depositions or hearings.

26 A Party or Non-Party that makes original documents or materials available  
27 for inspection need not designate them for protection until after the inspecting Party  
28 has indicated which material it would like copied and produced. During the

1 inspection and before the designation, all of the material made available for  
2 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
3 identified the documents it wants copied and produced, the Producing Party must  
4 determine which documents, or portions thereof, qualify for protection under this  
5 Order. Then, before producing the specified documents, the Producing Party must  
6 affix the CONFIDENTIAL legend to each page that contains Protected Material. If  
7 only a portion or portions of the material on a page qualifies for protection, the  
8 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins).

10 (b) for testimony given in deposition or in other pretrial or trial  
11 proceedings, that the Designating Party identify on the record, before the close of  
12 the deposition, hearing, or other proceeding, all protected testimony. When it is  
13 impractical to identify separately each portion of testimony that is entitled to  
14 protection and it appears that substantial portions of the testimony may qualify for  
15 protection, the Designating Party may invoke on the record (before the deposition,  
16 hearing, or other proceeding is concluded) a right to have up to 21 days to identify  
17 the specific portions of the testimony as to which protection is sought. Only those  
18 portions of the testimony that are appropriately designated for protection within the  
19 21 days shall be covered by the provisions of this Stipulated Protective Order.  
20 Alternatively, a Designating Party may specify, at the deposition or up to 21 days  
21 afterwards if that period is properly invoked, that the entire transcript shall be  
22 treated as “CONFIDENTIAL.”

23 Parties shall give the other parties notice if they reasonably expect a  
24 deposition, hearing or other proceeding to include Protected Material so that the  
25 other parties can ensure that only authorized individuals who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
27 proceedings. The use of a document as an exhibit at a deposition shall not in any  
28 way affect its designation as “CONFIDENTIAL.”



1 Transcripts containing Protected Material shall have an obvious legend on  
2 the title page that the transcript contains Protected Material, and the title page shall  
3 be followed by a list of all pages (including line numbers as appropriate) that have  
4 been designated as Protected Material. The Designating Party shall inform the court  
5 reporter of these requirements. Any transcript that is prepared before the expiration  
6 of a 21-day period for designation shall be treated during that period as if it had  
7 been designated "CONFIDENTIAL" in its entirety unless otherwise agreed. After  
8 the expiration of that period, the transcript shall be treated only as actually  
9 designated.

10 (c) for information produced in some form other than documentary and  
11 for any other tangible items, that the Producing Party affix in a prominent place on  
12 the exterior of the container or containers in which the information or item is stored  
13 the legend "CONFIDENTIAL." If only a portion or portions of the information or  
14 item warrant protection, the Producing Party, to the extent practicable, shall identify  
15 the protected portion(s).

16 5.3 Failures to Designate. If timely corrected, a failure to designate  
17 qualified information or items does not, standing alone, waive the Designating  
18 Party's right to secure protection under this Order for such material. Upon timely  
19 correction of a designation, the Receiving Party must make reasonable efforts to  
20 assure that the material is treated in accordance with the provisions of this Order.

## 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court's  
24 Scheduling Order.

25 6.2 Procedure. The Challenging Party shall initiate the dispute resolution  
26 process by providing written notice of each designation it is challenging and  
27 describing the basis for each challenge in a letter pursuant to L.R. 37-1. To avoid  
28 ambiguity as to whether a challenge has been made, the written notice must recite



1 that the challenge to confidentiality is being made in accordance with this specific  
2 paragraph of the Protective Order. In conferring, the Challenging Party must  
3 explain the basis for its belief that the confidentiality designation was not proper  
4 and must give the Designating Party an opportunity to review the designated  
5 material, to reconsider the circumstances, and, if no change in designation is  
6 offered, to explain the basis for the designation. If the Parties cannot resolve a  
7 challenge without Court intervention, the Designating Party shall be responsible for  
8 following the discovery dispute procedure set forth in L.R. 37-2 as the burden of  
9 persuasion in any such challenge proceeding shall be on the Designating Party to  
10 demonstrate that the challenged designation is proper. Frivolous challenges, and  
11 those made for an improper purpose (e.g., to harass or impose unnecessary  
12 expenses and burdens on other parties) may expose the Challenging Party to  
13 sanctions. Unless the Designating Party has waived or withdrawn the  
14 confidentiality designation, all parties shall continue to afford the material in  
15 question the level of protection to which it is entitled under the Producing Party's  
16 designation until the Court rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of section 12 below (FINAL  
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.  
28

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10           (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13           (d) the court and its personnel;

14           (e) court reporters and their staff;

15           (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

18           (g) the author or recipient of a document containing the information or  
19 a custodian or other person who otherwise possessed or knew the information.

20 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
21 PRODUCED IN THIS LITIGATION

22           (a) The terms of this Order are applicable to information produced  
23 by a Non-Party in this action and designated as “CONFIDENTIAL.” Such  
24 information produced by Non-Parties in connection with this litigation is protected  
25 by the remedies and relief provided by this Order. Nothing in these provisions  
26 should be construed as prohibiting a Non-Party from seeking additional protections.

27           (b) In the event that a Party is required, by a valid discovery  
28 request, to produce a Non-Party’s confidential information in its possession, and the

1 Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-  
4 Party that some or all of the information requested is subject to a confidentiality  
5 agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the  
10 Non-Party, if requested.

11 (c) If the Non-Party fails to object or seek a protective order from  
12 this court within 14 days of receiving the notice and accompanying information, the  
13 Receiving Party may produce the Non-Party's confidential information responsive  
14 to the discovery request. If the Non-Party timely seeks a protective order, the  
15 Receiving Party shall not produce any information in its possession or control that  
16 is subject to the confidentiality agreement with the Non-Party before a  
17 determination by the Court. Absent a court order to the contrary, the Non-Party  
18 shall bear the burden and expense of seeking protection in this Court of its  
19 Protected Material.

20 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
24 writing the Designating Party of the unauthorized disclosures, (b) use its best  
25 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
26 person or persons to whom unauthorized disclosures were made of all the terms of  
27 this Order, and (d) request such person or persons to execute the "Acknowledgment  
28 and Agreement to Be Bound" that is attached hereto as Exhibit A.

10. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

11. MISCELLANEOUS

11.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

11.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this Action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with L.R. 79-5.2.

12. FINAL DISPOSITION

Within 60 days after the final disposition of this Action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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13. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings, and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

By: /s/ Matthew M. Loker

By: /s/ Shareef S. Farag

Matthew M. Loker  
Elizabeth A. Wagner  
Scott Plescia  
**LOKER LAW, APC**

Shareef S. Farag  
**BAKER & HOSTETLER LLP**  
*Attorney for Defendant Equity  
Residential Management, L.L.C.*

*Attorney for Plaintiff James Rollyson*

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: 1/31/25



Charles F. Eick  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on [date] in the case of *James Rollyson. v. Equity  
Residential Management, L.L.C.*, Case No. 2:24-cv-07781-CV-E. I agree to comply  
with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order. I further agree to submit to the jurisdiction of the United  
States District Court for the Central District of California for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such enforcement  
proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]